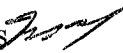


Memo

To: Board of Managers
From: Michael Younes, Director of Municipal Operations 
CC: Shana Davis-Cook, Village Manager
Date: 3/5/2014
Re: WSSC Water Main Replacement Work – Paving Restoration Agreement

The Washington Suburban Sanitary Commission (WSSC) has concluded the second of three phases of water main replacements in the Village. This phase of work affected all streets south of Oliver Street. As a condition of the Village's Utility Permit, WSSC is required to ensure that any disruption to Village streets and rights-of-way are repaired, WSSC and the Village entered into a pavement restoration agreement prior to this work.

Pursuant to the paving restoration agreement between the Village and WSSC (Att. 1), the Village has the option to allow WSSC's contractor to restore the portions of roadways disturbed by its work or provide reimbursement to the Village based on WSSC's contract rates. Due to the extent of roadway restorations required as a result of WSSC's and Washington Gas' utility upgrades, staff recommends requiring WSSC to reimburse the Village for the associated paving costs. This will allow the Village to restore all affected roadways at one time, therefore leading to a better contract price.

WSSC requires the Village to enter into a Memorandum of Understanding (MOU) (Att. 2) with them agreeing to the restoration quantities for reimbursement.

As is Village policy, Village Counsel has reviewed and approved the draft MOU.

Staff Recommendations

1. Staff recommends that the Board approve and authorize the Village Manager to sign the attached MOU (Att. 2) between the Village and WSSC to provide reimbursement in the amount of \$186,167.22.
2. Going forward, the attached MOU (Att. 2) will be the standard format and language between WSSC, Washington Gas and the Village to fulfill all restoration obligations, with only the paving quantities/locations modified accordingly.

In consideration of the Board's time on these routine matters, staff seeks approval to authorize the Village Manager to execute the MOU's administratively. Prior to execution all MOU's will be reviewed and approved by Village Counsel as to form and legal sufficiency.

Board Action

If the Board concurs with staff's recommendations, staff requests authorization for the Village Manager to execute the attached MOU between WSSC and the Village to provide reimbursement for roadway restorations associated with phase 2 of the water main replacement project and to set a policy to administratively approve pavement restoration MOU's between the Village and WSSC and Washington Gas subject to the provisions contained within the attached MOU.

1. **Draft Motion:** *I move to **AUTHORIZE** the Village Manager to sign the attached MOU (Att. 2) between the Village and WSSC to provide reimbursement in the amount of \$186,167.22.*
2. **Draft Motion:** *I move to **AUTHORIZE** the Village Manager to administratively approve pavement restoration MOU's between the Village and WSSC and Washington Gas subject to review and approval by Village Counsel as to form and legal sufficiency¹.*

Attachments

- 1) Paving Agreement, executed on September 10, 2012
- 2) Draft Memorandum of Understanding between WSSC and the Village

¹ Final copies of future administratively-approved MOUs will be provided to the Board upon execution.



Washington Suburban Sanitary Commission

14501 Sweitzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS
Chris Lawson, Chair
Gene W. Counihan, Vice Chair
Melanie Hartwig-Davis
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Dr. Roscoe M. Moore, Jr.

GENERAL MANAGER
Jerry N. Johnson

September 6, 2012

Ms. Shana R. Davis-Cook
Village Manager
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

RE: Pavement Restoration Agreement for WSSC Contract No. BR5356A12

Dear Ms. Davis-Cook:

Based on the Washington Suburban Sanitary Commission's (WSSC) evaluation of the impacted roadways in Chevy Chase Village, herein after referred to as the Town, the following pavement restoration are proposed for the impacted roadways under the referenced contract:

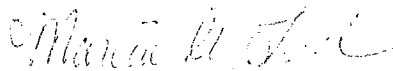
- ☐ The WSSC proposes a permanent trench repair (4-inch base asphalt and 2-inch asphalt surface top) based on the attached Trench Detail and 2-inch half-width mill and overlay for the impacted roadways listed in Table A to the limits of construction;
- ☐ The WSSC proposes to restore all impacted speed/road bumps in kind to the limits of construction.

After completion of the water main replacement project, the WSSC will provide for final pavement restoration - as stated above and as noted on Table A - through one of the following two options to be determined jointly between the WSSC and the Town at that time:

- ☐ Option I – The WSSC will install a 2-inch half-width mill and surface asphalt overlay to the limits of construction as noted in Table A; and
- ☐ Option II – The Town will install the 2-inch half-width mill and surface asphalt overlay, and the WSSC will reimburse the Town 100% of the unit cost per square yard for the 2-inch half-width mill and surface asphalt overlay as noted in Table A. If this option is selected, a Memorandum of Understanding (MOU) will be provided to the Town for execution after completion of the water main replacement project. All estimated quantities and unit prices for reimbursement by the WSSC will be agreed upon in advance by the WSSC and the Town.


Please sign and date in the space provided below and return this letter to indicate your acceptance of these proposed terms. Contract No. BR5356A12 will be advertised for bid upon the WSSC's receipt of this countersigned letter. WSSC will provide you with a copy of the formal agreement, including the terms above for your file, within two weeks. Thank you for your continued cooperation and support of the WSSC infrastructure improvements in the Town of Chevy Chase Village.

Sincerely,



Marcia G. Tucker
Group Leader
Infrastructure Systems Group

Accepted by the Town of Chevy Chase Village


Village Manager, Shana Davis-Cook

9/10/2012
Date

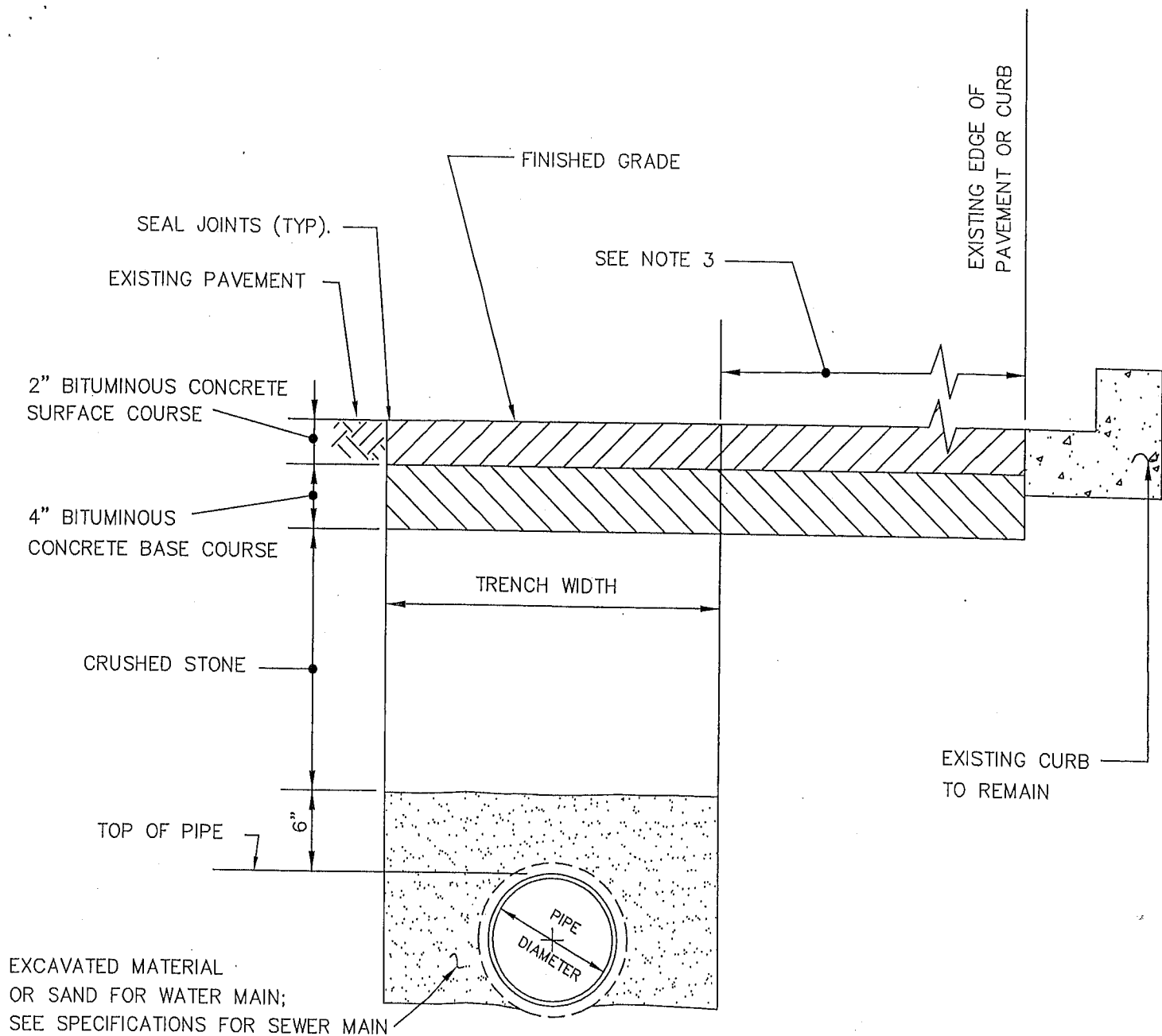
TABLE A

THE TOWN OF CHEVY CHASE VILLAGE
WATER MAIN REPLACEMENT PROJECT

CONTRACT NO.: BR5356A12

STREET NAME	FROM	TO	REPAIR METHOD
Park Street	Belmont Avenue	5605 Park Street	Permanent Trench Repair & 2-inch half-width mill and overlay
Montgomery Street	Wisconsin Avenue	5613 Montgomery Street	Permanent Trench Repair & 2-inch half-width mill and overlay
Center Street	Belmont Avenue	5516 Cedar Parkway	Permanent Trench Repair & 2-inch half-width mill and overlay
Grove Street	End of Street	5625 Grove Street	Permanent Trench Repair & 2-inch half-width mill and overlay
Western Avenue Alley	Cedar Parkway	Oliver Street	Permanent Trench Repair & 2-inch half-width mill and overlay
Kirkside Drive	5702 Kirkside Drive	Western Avenue Alley	Permanent Trench Repair & 2-inch half-width mill and overlay
Cedar Parkway	Center Street	Western Avenue Alley	Permanent Trench Repair & 2-inch half-width mill and overlay

Note: These sections of roadways were found to be in fair condition.



NOTES:

1. EXISTING PAVEMENT MUST BE SAW CUT FULL DEPTH PRIOR TO EXCAVATION.
2. FOR ADDITIONAL INFORMATION, SEE WSSC STANDARD DETAIL M/8.1a.
3. IF EDGE OF TRENCH IS WITHIN 3'-0" OF EDGE OF EXISTING PAVEMENT OR CURB, REMOVE EXISTING PAVEMENT IN THIS AREA AND EXTEND PAVING TO EDGE OF EXISTING PAVEMENT OR CURB.

WASHINGTON
SUBURBAN
SANITARY
COMMISSION

CHEVY CHASE VILLAGE SOUTH
WATER MAIN REPLACEMENT/ RELOCATION
CONTRACT BR5356A12

SPECIAL DETAIL
WATER MAIN
TRENCH DETAIL
FOR PAVED AREAS

AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 2014, between the CHEVY CHASE VILLAGE, a municipal corporation in MONTGOMERY COUNTY, MARYLAND, hereinafter referred to as the "Village", and the WASHINGTON SUBURBAN SANITARY COMMISSION, an agency of the State of Maryland, hereinafter referred to as the "WSSC."

WHEREAS, the Village is a political subdivision of the State of Maryland which is authorized to construct, rebuild, maintain and operate streets and roads, bridges and sidewalks within its jurisdictional limits; and

WHEREAS, the WSSC was created by the Legislature and is vested with the authority and duty to construct, maintain and operate systems for water supply and sewerage in an area designated as the Washington Suburban Sanitary District in Prince George's and Montgomery Counties, including the jurisdictional limits of the Village; and

WHEREAS, the WSSC has, pursuant to authorization by the Legislature, installed water and sewer mains in and under the jurisdictional road system located within the Village; and,

WHEREAS, the WSSC performed a water main replacement project under WSSC Contract No. BR5356A12 within the Village which requires permanent street repairs within the Village; and

WHEREAS, the Village intends to hire a contractor to perform road resurfacing work on roadways within the Village following the water main replacement work; and

WHEREAS, it is the desire of both parties to have this work performed by the Village through its contractor with the expense shared by the WSSC as agreed to herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. The Village through its contractor shall perform road repair as described in Exhibit A attached hereto after receipt of written notice from WSSC that all utility work is complete. In accordance with Exhibit A and incorporated herein by reference, the WSSC agrees to pay to the Village the agreed amount based on WSSC's current paving contract rates, such payment to be \$186,167.22. Payment shall be made by WSSC directly to the Village within 45 days after execution of this Agreement. The WSSC will not be responsible for any additional payments made by the Village to its contractor for this work beyond the lump sum payment.

2. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Village shall defend, indemnify, and hold harmless WSSC, its agents and employees, officers, successors and assigns, from or against any claims, suits in law or equity, actions, damages, losses, expenses of every nature and description, including attorney's fees, to which WSSC, its officers, employees, successors and assigns may be subject to by reason of injury to person(s) (including bodily damage, death, or any other form of personal injury) or property damage arising out of or resulting from the work performed by the Village through its contractor under this Agreement, whether caused or alleged to be caused in whole or in part by any negligent act, fault or omission of the Village or anyone directly or indirectly employed by the Village to perform this work.

3. Section 2 above shall apply only to the Village's road repair project and shall not apply to or relieve WSSC from responsibility for claims or damages alleged to result from negligence or intentional misconduct in the conduct of WSSC's water main replacement activities.

4. The Village agrees to require its contractor to maintain general liability insurance for personal injury and property damage in an aggregate amount of Two Million Dollars (\$2,000,000) and excess liability insurance in the amount of One Million Dollars (\$1,000,000). WSSC shall be named as a certificate holder and listed as an additional insured party in the general liability policy described in the Certificate of Insurance provided by the contractor to the Village.

5. The Village and WSSC agree that all work performed under this agreement between the Village and the WSSC will be done under the direct control and supervision of the

Village and WSSC will not be responsible for any defects in the work performed by the Village's contractor.

6. The Village and WSSC acknowledge that there may be additional water, wastewater and road projects in the Village and agree to cooperate in good faith to coordinate and negotiate the sharing of the cost of any additional work when applicable.

7. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, discussions, and communications. This Agreement may be modified only by written instrument signed by all parties to be bound.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

WITNESS the signatures of the parties set forth below.

ATTEST:

WASHINGTON SUBURBAN
SANITARY COMMISSION

By: _____

Gary Gumm
Chief Engineer

STATE OF MARYLAND

MONTGOMERY COUNTY

:
:
:

I HEREBY CERTIFY that on this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Gary Gumm, Chief Engineer of the Washington Suburban Sanitary Commission, and acknowledged that as Chief Engineer, being authorized to do so, executed the foregoing instrument by signing his name for the Washington Suburban Sanitary Commission.

Notary Public

My Commission Expires: _____

WITNESS the signature of the party set forth below.

ATTEST:

CHEVY CHASE VILLAGE, MARYLAND

By: _____

Shana Davis-Cook
Village Manager

STATE OF MARYLAND

:
: SS

MONTGOMERY COUNTY :

I HEREBY CERTIFY that on this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared SHANA DAVIS-COOK, Village Manager of CHEVY CHASE VILLAGE, MONTGOMERY COUNTY, Maryland and acknowledged that she as such Village Manager, being authorized to do so, executed the foregoing instrument by signing her name for the CHEVY CHASE VILLAGE, Maryland.

Notary Public

My Commission Expires: _____

Exhibit A
Paving Agreement BR5356A12
THE TOWN OF CHEVY CHASE VILLAGE

Streets	Surface Qty (Tons)	Surface Cost	Milling Qty (SY)	Milling Cost	Other	Total Cost
Grove street alley. 14x 670.	114.24	\$10,138.80	995.56	\$1,314.14		\$11,452.94
Cedar pkwy 24x 526.	160.96	\$14,285.20	1402.67	\$1,851.52		\$16,136.72
Grove st. 12x 1723.	263.62	\$23,396.28	2297.33	\$3,032.48		\$26,428.76
Center st. 24x 1388, (2) speedbumps. 12x24x3", 100' 5" whiteline.	424.72	\$37,693.90	3701.33	\$4,885.76	\$1,157.78	\$43,737.44
Montgomery st. 24x 1260.	385.56	\$34,218.45	3360	\$4,435.20		\$38,653.65
Delmont ave. 24x 654.	200.12	\$17,760.65	1744	\$2,302.08		\$20,062.73
Park st. 11x 781.	109.54	\$9,721.68	954.56	\$1,260.02		\$10,981.70
Kirkside dr. 12x 1220.	186.66	\$16,566.08	1626.67	\$2,147.20		\$18,713.28
						\$186,167.22